

DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

ACQUIRED BRAIN INJURY SELF-ADMINISTERED SERVICES  
GRANT AGREEMENT

**PARTIES:** This Self-Administered Services Grant Agreement (referred to hereafter as "Agreement") is between the Utah Department of Human Services (referred to in this Agreement as "DHS"), Division of Services for People with Disabilities (referred to in this Agreement as "DIVISION"),  
**AND**

Name of Person/Person's Representative: \_\_\_\_\_

Address: \_\_\_\_\_

I have been informed of my responsibilities to participate in this program and hereby authorize the individual named below to assist me in administering this grant.

(Signature of Person/Person's Representative) \_\_\_\_\_

Name of Administrator: \_\_\_\_\_

Address: \_\_\_\_\_

(The Person, Representative, and Administrator are referred to in this Agreement as the "GRANTEE.")

Oftentimes the Representative and Administrator will be the same individual.).

**PURPOSE:** To allocate funds to the GRANTEE for the purchase of specific services identified in this Agreement for or on behalf of \_\_\_\_\_ (*insert individual's name and USSDS #*) (referred to in this Agreement as the PERSON). The PERSON is eligible, and has been authorized by the DIVISION, to receive the specific services identified in this Agreement pursuant to his or her Action Plan, dated \_\_\_\_\_.

**GRANT AMOUNT:** Pursuant to the terms and conditions of this Agreement, the DIVISION approves the following amount, \$ \_\_\_\_\_ (*insert amount in General Funds*), as a grant that may be matched with Federal Funds for a budget of \$ \_\_\_\_\_ (*insert amount of total allocation for this program*), to be used toward the purchase of the specific services identified below for the PERSON. (*Check all services that apply*).

Chore Services (CH1)	(Quarter Hour) _____	
Family Assistance and Support (FS1)	(Quarter Hour) _____	
Homemaker (HS 1)	(Quarter Hour) _____	
Respite Care (RP1)	(Quarter Hour) _____	Daily _____
Supported Living (SLA)	(Quarter Hour) _____	
Transportation (FTP)	Per Mile _____	

The above-identified grant amount is subject to the DIVISION's overall budget. If an order by the state Legislature or the Governor; a federal or state law reduces the amount of funding to the DIVISION; or if the Executive Director of DHS reduces the funds available to the DIVISION, the DIVISION may terminate this Agreement or reduce the amount of the grant covered by this Agreement after giving the GRANTEE 30 days written notice in accordance with R539-3-8(3). The DIVISION may also change the grant amount covered by this Agreement at any time in order to reflect changes to the PERSON's Action Plan or changes in the PERSON's assessed needs after giving the GRANTEE 30 days written notice.

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**AGREEMENT PERIOD:** This Agreement is effective on \_\_\_\_\_ (*insert date*) and terminates at the end of the fiscal year, June 30, 200\_\_ (*insert date*) unless terminated sooner in accordance with the terms and conditions of this Agreement.

**DISBURSEMENT OF FUNDS:** The funds disbursed under this Agreement will only be used to pay for actual services rendered. All payments will be made through a Fiscal Agent under contract with the DIVISION. The Fiscal Agent selected by the GRANTEE is \_\_\_\_\_. Payments will not be issued or mailed to the GRANTEE, but will be issued in the name of, and mailed directly to, the actual employee hired by the GRANTEE. Supporting documentation, as required by Administrative Rule R539-5 must accompany all requests for payment. The DIVISION will not pay for services incurred in excess of the grant amount. Nor will the DIVISION pay for services not identified and approved in this Agreement. If the GRANTEE does not obtain services for the PERSON equal to the grant amount during the period of this Agreement, neither the GRANTEE nor the PERSON has any right to, or claim upon, the unused balance. If any grant money is not used, the DIVISION has sole discretion and authority for utilization of funds.

**GRANTEE RESPONSIBILITIES:** In addition to the requirements otherwise set forth in this Agreement, the GRANTEE shall be responsible for the following:

1. Comply with the Department Code of Conduct (Policy 05-2) and applicable DIVISION Administrative Rules.
2. Supply all required information to the Support Coordinator and Fiscal Agent as outlined in Administrative Rule R539-5.
2. Hire, fire, direct, and train Employees to support the PERSON as outlined in the PERSON's Individual Support Plan, Action Plan, Behavior Support Plan, Support Strategies, and applicable DIVISION Administrative Rule. Ensure that each employee is qualified to provide the services for which he/she is employed and that all billed services are actually provided. The GRANTEE shall also assure that each Employee complies with all DIVISION Directives, Administrative Rule R539-5, Training Requirements, the DHS Code of Conduct, and is a certified Medicaid Provider.
3. When appropriate, ensure specialized training needs, such as behavioral or other person-specific (i.e...medical) training, is provided to employees prior to the provision of such services.
4. Verify that all Employees hired are sixteen (16) years of age or older. (Employee's Employment Agreement for individuals under eighteen (18) must be co-signed by their parent or guardian.) Parents, Guardians, and stepparents shall not be paid to provide support to their child, nor shall an individual be paid to provide support to his or her spouse.
5. Ensure that all Employees hired by the GRANTEE understand the approved and prohibited Behavior Supports as identified in Administrative Rules R539-4 and R539-3, the Support Book, and other best practice sources recommended by the DIVISION, if applicable (Behavior Supports shall not violate R495-876, R512-202, R510-302, UCA 62A-3-301 thru 62A-3-321, and 62A-4a-402 thru 62A-4-412 prohibiting abuse);

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6. Participate in the Person Centered Planning process and in the development of Support Strategies. Support Strategies must be completed by the GRANTEE within 30 days after the completion of the Action Plan. The GRANTEE shall also communicate with the DIVISION Support Coordinator on the effectiveness of the plan, identified strategies, and desired outcomes through Monthly Summaries submitted to the Support Coordinator by mail, fax, or email;
7. Immediately notify the DIVISION Support Coordinator of any changes in circumstances or emergencies, which may require modification of the type or amount of services provided for in the PERSON's Action Plan;
8. Incident Reports
  - a. The GRANTEE shall notify the Support Coordinator by phone, email, or fax of any incident that occurs **while the PERSON is in the care of an Employee**, within 24 hours of the occurrence.
  - b. Within five business days of the occurrence of an incident, GRANTEE shall complete a Form 1-8 Incident Report and file it with the Support Coordinator.
  - c. The following situations are incidents that require the filing of a report:
    - 1) Actual and suspected incidents of abuse, neglect, exploitation, or maltreatment per the DHS/DSPD Code of Conduct and Utah Code Annotated §62-A-3-301 through 321 for adults and Utah Code Annotated §62-4a-401 through 412 for children;
    - 2) Drug or alcohol abuse or medication overdoses or errors reasonably requiring medical intervention;
    - 3) Missing PERSON;
    - 4) Evidence of seizure in a PERSON with no seizure diagnosis;
    - 5) Significant property destruction (Damage totaling \$500.00 or more is considered significant.);
    - 6) Physical injury reasonably requiring a medical intervention;
    - 7) Law enforcement involvement;
    - 8) Use of mechanical restraints, time-out rooms, or highly noxious stimuli that are not outlined in the Behavior Support Plan, as defined in R539-4; or
    - 8) Any other instances the GRANTEE determines should be reported.
  - d. After receiving an incident report, the Support Coordinator shall review the report and decide if further review is warranted.
9. Comply with DIVISION staff requests for home visits to inspect program quality and conduct Agreement compliance reviews, and with the DIVISION requests to administer customer satisfaction surveys. (Note: GRANTEE is also subject to review by the Department of Health, Division of Health Care Financing, pursuant to program participation requirements.); and

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10. Comply with all requirements of the Fiscal Agent to ensure accurate records and prompt payroll, including: reviewing and signing employee time cards; verifying the accuracy of hours worked; ensuring the appropriate expenditure of funds; and completing, maintaining and filing all necessary tax information required by the Internal Revenue Service. (Note: Employees will not be paid prior to submission of required forms and verification.)

**REVIEW OF GRANTEE'S BILLINGS:** The DIVISION may review all billings submitted by the GRANTEE to the Fiscal Agent for payment at its sole discretion, and may deny payment if any charge is not properly supported. The Grantee is still responsible to pay their employee(s) for any services actually provided.

**TECHNICAL ASSISTANCE:** If the Person is not meeting the minimum requirements outlined in this Agreement and Administrative Rule R539-5, the Division may require the GRANTEE to use a portion of their budget for technical assistance. (Technical assistance may include, but is not limited to, help from a Support Coordinator, Division Supervisor, State Specialist, Behaviorist, or Accountant.) Technical assistance is available to families, even if not required by the Division. If the GRANTEE fails to abide by this Agreement or does not meet the Self-Administered Services requirements, The Division may require the GRANTEE to use a contracted Provider Agency.

**PROVIDER AGENCY OPTION:** Grantee may use a portion of their allotted budget to obtain services through Provider Agencies in addition to continuing Self-Administered Services.

**RECORD KEEPING RESPONSIBILITIES:** The GRANTEE shall maintain copies of all required records for a minimum of six (6) years. (See DIVISION Administrative Rule R539-5-3 for a list of required records.)

**USE OF PUBLIC FUNDS:** The funds covered by this Agreement are public funds appropriated to the DIVISION and approved by the DIVISION for the purchase of services for the GRANTEE during the period and for the purposes stated in this Agreement. As public funds they are subject to all applicable federal, state, and local laws and regulations pertaining to the use of public funds.

**MISUSE OF FUNDS:** The use of any of the funds provided under this Agreement for a purpose other than those expressly stated herein may subject the GRANTEE to criminal prosecution, administrative sanctions, and liability for repayment of the misused funds.

**GRANTEE LIABILITY:** Pursuant to this Agreement and DIVISION Administrative Rule, the GRANTEE has sole responsibility for hiring Employees to provide services for or on behalf of the PERSON.

In accordance with 62A-5-103.5, the DIVISION requires GRANTEES to obtain a BCI screening on all employees providing direct service care. As a condition of the Employment Agreement, the Employee will fully disclose any convictions from a criminal offense other than a traffic violation. The GRANTEE accepts full responsibility of receiving services from someone who has a prior conviction.

In addition, the DIVISION recommends that the GRANTEE obtain a TB test through their local Public Safety and Health agency and to provide Employees with extensive training on health and safety issues.

It is the GRANTEE'S full responsibility to select, screen, and train employees to protect the health and safety of the PERSON. By choosing to participate in the Self-Administered Services Grant program, the GRANTEE

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accepts all liability for any harm to the PERSON, or others, resulting from any action or inaction of the GRANTEE in conducting screenings or tests on any Employee, or in providing or not providing training in any specific area.

The GRANTEE further agrees to indemnify the DIVISION, DHS, and the State of Utah for the full amount of any judgment rendered against any one or more of them as a result of any action or inaction of any Employee hired by GRANTEE pursuant to this Agreement, or any other harm to the PERSON that arises out of any action or inaction taken pursuant to this Agreement.

**TERMINATION OF THIS AGREEMENT:** This Agreement may be terminated by the GRANTEE at any time, or by the DIVISION that must provide 30 days written notice to the other party of its intent to terminate the Agreement. In addition, the DIVISION may immediately terminate this Agreement at any time upon discovery of misuse of grant funds or any other action taken by the GRANTEE pursuant to this Agreement that endangers the life or safety of the PERSON.

**JURISDICTION:** The provisions of this Agreement shall be governed by and interpreted according to the laws of the State of Utah. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising under this Agreement or relating to its breach.

**SEPARABILITY CLAUSE:** The declaration by any court or other binding adjudicative body that any provision of this Agreement is illegal or void shall not affect the legality or enforceability of any other provision of this Agreement unless such provisions are mutually dependent.

**QUESTIONS ABOUT THIS AGREEMENT:** The GRANTEE may direct any inquiries about this Agreement to their DIVISION Support Coordinator.

**As GRANTEE, my signature acknowledges that I have read, understand, and agree to the terms of this Agreement including all of the rights and responsibilities outlined in the Agreement. In addition, I have received a copy of, read, understand, and agree to abide by the DIVISION'S Administrative Rule pertaining to this Self-Administered Services Grant Agreement and use of a Fiscal Agent. I understand that the failure to abide by any of the terms of this Agreement may result in my loss of the privilege to receive additional grant funds under this Agreement or future Agreements.**

**As GRANTEE, my signature also acknowledges that the DIVISION does not endorse or recommend any Employee to be hired or to provide services under this Agreement. There are inherent risks involved in failing to require Employees to undergo BCI screenings, TB tests, and training on numerous health and safety issues. Understanding those risks, and acknowledging that Provider Agency Services are available through the Division in addition to or as an alternative to Self-Administered Services, GRANTEE accepts all liability for harm which results from any action or inaction taken pursuant to this Agreement with regard to Employee screenings, tests, and training.**

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In consideration of these promises and representations, and IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date set forth above.

GRANTEE(S) (Person/Person's Representative)

DIVISION REPRESENTATIVE

\_\_\_\_\_  
*Type or print name*

\_\_\_\_\_  
*Type or print name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(if designated)  
AUTHORIZED ADMINISTRATOR

\_\_\_\_\_  
*Type or print name*

\_\_\_\_\_  
*Signature*

Date: \_\_\_\_\_